CANADIAN PACIFIC RAILWAY EMPLOYEES MEDICAL AID ASSOCIATION OF WINNIPEG

Constitution and Medical Contract

Amended April 29. 1942

CANADIAN PACIFIC RAILWAY EMPLOYEES' MEDICAL AID ASSOCIATION OF WINNIPEG

CONSTITUTION

ARTICLE 1

Name and Object

(a) The Association shall be called, "Canadian Pacific Railway Employees' Medical Aid Association of Winnipeg," and shall have for its object medical, surgical and hospital care for its members as provided in the Association's "Medical Contract."

(b) Their wives, and children unemployed, until they have attained their twenty-first birthday, entirely dependent upon and residing with them, shall receive free medical attention for sickness and minor surgery at home or at the hospital as provided in the "Medical Contract."

ARTICLE 2

Membership

(a) All officers and employees of the Canadian Pacific Railway of Greater Winnipeg, and employees of allied Companies in Greater Winnipeg of the said Railway who may be approved by the Executive Committee of the Association, and who make contributions in accordance with the Constitution and the Medical Contract, shall be members

of the Association and entitled to the benefits thereof, subject to any exceptions and conditions as the Constitution and Medical Contract may prescribe.

(b) The benefits of the Association as provided in the Medical Contract shall be extended to the relict of a deceased member (providing they can pass a medical examination entitling them to membership) and upon payment of the monthly dues in advance, and any arrears due by the deceased at the time of his death, and shall continue so long as such relict remains a widow and resides in the Medical District of the Association.

(c) The children, unemployed and entirely dependent upon and residing with her shall continue to receive until their twenty-first birthday the benefits as provided for them in the Medical Contract.

(d) Members of the Association who may be laid off by the Company on account of reduction in staff, may retain their membership at the discretion of the Executive Committee, on payment of the monthly fee in advance.

(e) In the event of a member retiring from services he or she may retain their membership at the discretion of the Executive Committee, on payment of the monthly fee in advance. Such members shall only be covered for benefits while in **Greater Winnipeg.**

(f) In case of any dispute as to whether in any particular case a person is dependent upon a member, such question shall be enquired into and decided by the Executive Committee.

ARTICLE 3

Officers, Election and Duties

(a) The officers of this Association shall consist of an Executive Committee elected from the members entitled to full benefits of the Association as follows: There shall be at least one representative, or one representative for each 75 members, or major portion thereof, from each of the following divisions of the Association; the maximum representation on the Committee for any one division shall be three.

The Depot, Roundhouse and Rip Track, Portage and Main, Trackmen and B. & B: members, Enginemen's organization, Trainmen's organization, Winnipeg Terminals, Express Department, Weston Shops.

Each Division shall be allowed one alternate.

(b) The representatives elected by the members shall be other than officials of the Companies.

(c) The representatives from each division of the Association shall be elected by ballot biennially in each odd numbered year prior to February 28th, by popular vote of the members they represent and shall serve by two years until their successors are elected. The arrangements for the election shall be carried out by the Executive Committee.

(d) The fiscal year of the Association shall end February 28th.

(e) Notice of the Biennial General Meeting will be posted on the various boards throughout the Terminal, not

less than five days before the meeting date. Ten members will constitute a quorum at the Biennial General Meeting.

(f) Election of members shall be by ballot and proxies will not be accepted.

(g) The Executive Committee shall have the control and management of the affairs of the Association, subject to the provision of the Constitution and Medical Contract from time to time in force. They shall cause to be deposited all monies, and shall transact such financial business as may be necessary, with the Bank of Montreal, Higgins and Main Branch. Association cheques shall carry at least three (3) signatures, namely, the President, First Vice-President, Second Vice-President and Secretary-Treasurer.

ARTICLE 4

(a) There shall be a regular monthly meeting of the Executive Committee held on the last Wednesday of each month throughout the year, at which business of every character relating to the Association may be transacted.

(b) Special meetings of the Executive Committee may be called by the President on his own motion, or on written application of any three members of the Committee, but no business shall be transacted at such meetings except as outlined in the notice calling the meeting.

(c) The President shall be elected by the Executive Committee from their own number at the first meeting directly following the Biennial General Meeting. He shall preside at all meetings of the Committee, and shall with one of the

Vice-Presidents countersign all cheques issued by the Secretary-Treasurer. He may call special meetings whenever in his judgment the interests of the Association demand it. He will be an ex-officio member of all Committees.

(d) The First Vice-President shall be elected by the Executive Committee, and shall perform the duties of the President in his absence. He must countersign with the President or the Second Vice-President, all cheques issued by the Secretary-Treasurer.

(e) The Second Vice-President shall be elected by the Executive Committee, and shall perform the duties of the President in the absence of the President and the Vice-President. He must countersign with the President or the Vice-President, all cheques issued by the Secretary-Treasurer.

(f) The duties of the Secretary-Treasurer, who shall be appointed by the Executive Committee, shall be to keep all records and accounts and to act under instructions of the Committee. He shall attend to all correspondence, receive all dues and obligations that are not deducted from members' pay cheques. He shall deposit all monies received in the name of the Association in the bank named by the Association. He shall pay by cheque all orders authorized by the Executive Committee. He shall every six months render to the auditors a true financial report of the condition of the Association. He shall at the expiration of his term, or on order of the Executive Committee turn over to his successor all monies, books and papers and property of the Association.

(g) Two auditors shall be elected from the members of the Executive Committee, other than the President, Vice-Presidents and Secretary-Treasurer, whose duty shall be to review the financial condition of the Association every six months, and render a report to the Executive Committee.

(h) Any officer of the Association may be removed for inattention to his duties (unless a good reason is given), or for conduct unbecoming an officer of the Association. He shall have his position declared vacant and a successor chosen by the Committee from the division affected, to serve until the next biennial general meeting.

(i) In the event of a vacancy occurring on the Executive Committee, it shall be filled by the selection by the Committee of another member acceptable to, and representing the division affected.

(j) Five members will constitute a quorum of the Executive Committee.

(k) The Executive Committee will approve the "Medical Contract" outlining the benefits of the Association, and which will be furnished each new member after the first deduction from his pay cheque.

(l) Any member who in the opinion of the Executive Committee flagrantly or persistently violates the regulations or abuses the benefits of the Association, shall be subject to suspension by the Executive Committee.

ARTICLE 5

Medical Staff

The Executive Committee may from time to time engage by contract the services of physicians and surgeons, to be known as the "Contract Doctors," in order to carry out the objects of the Association. The terms of the Contract to be fixed by the Executive Committee. The Contract Doctor will attend Executive Committee meetings and act generally in an advisory capacity to the Committee.

In the case of a dispute arising between a member and the Contract Doctor, such dispute to be stated in writing, a Special Committee shall be appointed by the Executive Committee to investigate the circumstances. This Committee will render a full report at the first regular meeting following, so that Executive action may be taken. The decision of the Executive Committee will be final.

ARTICLE 6

Ignorance of the rules and special instructions of this Association will not be accepted as an excuse for violations, or to justify claims for benefits not provided.

ARTICLE 7

This Constitution and the Association's Medical Contract may by law be amended or added to by three-quarters vote of the members of the Executive Committee present at a regular meeting or at a special meeting called for the purpose.

ORDER OF BUSINESS

The Order of Business at all meetings shall be as follows:

(a) Roll call of officers.

(b) Reading of minutes.

(c) Communications and bills, etc.

(d) Reports of Committees.

(e) Unfinished business.

(f) New business and applications.

(g) Election of officers.

MEDICAL CONTRACT

ARTICLE 1

Objects

A. Medical and Surgical Care, Hospitalization for its members, not to exceed three months in any twelve consecutive months.

B. Medical and minor surgical care (as decided and agreed upon by the Association Executive and Contract Doctors) for their wives and dependents residing in Greater Winnipeg.

ARTICLE 2

In respect to myself and my immediate dependents, Drs. C. J. Bermack and S. Easton agree to provide the following services, facilities and supplies, provided that they are the attending Physicians and Surgeons.

To Members

(a) Professional services and attendance in case of illness or injury.

(b) All necessary drugs, medicines, anaesthetics, surgical dressings and splints. (Insulin excluded.)

(c) When necessary free use of X-Ray for diagnostic purposes only; and all other electrical appliances, massage, Electrotherapy or Physiotherapy. Examination Pathological and Bacteriological and Basal Metabolism and other laboratory services when necessary. Blood transfusions, when deemed advisable by the Contrct Doctors (donors to be provided by the patient).

(d) Conveyance to and from hospital by ambulance or any other transporta-

tion (as may be found advisable by the Contract Doctors).

(e) Pay hospital charges for use of operation room, surgical and medical supplies and hospital accommodation in public wards. Should private or semi-private ward be requested, the member is to pay the necessary difference.

(f) In cases where the Doctors consider the services of a Specialist necessary, same shall be obtained free of charge to the member. (Eye refraction excluded.)

(h) Where a member holds membership in other hospitalization services, this contract will be adjusted to his best advantage.

To Family and Dependents

(a) Free calls to home for sickness (and minor surgery as decided and agreed upon by the Association Executive and Contract Doctors). Medicine when prescribed by the Contract Doctors to be paid for by the dependent. If purchased at a Contract Drug Store a 10% discount will be allowed by the Contract Drug Store.

(b) Dependents to be known in case of,

MARRIED MEMBERS — Their wives, unmarried children, under 21 years of age who are unemployed.

UNMARRIED MEMBERS — Their mother, father, brothers and sisters unmarried and under 21 years of age who are unemployed and living under the member's roof and solely dependent on member.

ARTICLE 3

(a) Contract Doctors will perform all surgical operations to members free of

charge, and minor operations (as previously decided, to immediate dependents residing in Winnipeg). Members from out of Winnipeg District must come to Winnipeg for examination and treatment.

(b) Operations for removal of tonsils and adenoids to both members and their dependents to be given free of charge by Contract Doctors.

NOTE — These paragraphs shall not apply to cases which would be compensable by or entitle the workman to medical or surgical aid under the provisions of the Workmen's Compensation Act of Manitoba or for which any Government or any other body is responsible.

ARTICLE 4

The benefits shall not include:

(a) Institutionalized epilepsy.
(b) Mental diseases, including feeblemindedness.
(c) Tuberculosis.
(d) Venereal diseases.
(e) Alcoholism.
(f) Infectious diseases that are treated in Isolation Hospitals.
(g) Typhoid fever contracted within 6 months of joining the Association.

NOTE — Cases of chronic diseases known by the member to have existed prior to membership either dormant or active, such as haemorrhoids, abdominal diseases or kidney diseases, will not be treated free at any time.

ARTICLE 5

That the fee in confinement cases be Fifteen Dollars ($15.00). This includes

miscarriages, premature births. Tubal pregnancies excepted. In cases of miscarriages where it is necessary to make only a limited number of visits to the home, the member shall be charged for the visits according to the regular schedule of medical fees, but in no cases shall the total charges exceed Fifteen Dollars ($15.00). If, however, the fees are not paid within thirty days the regular fee will be charged to the members.

In cases of expectancy the Doctors must be notified in reasonable time (thirty days being considered reasonable time).

ARTICLE 6

A member on a temporary visit outside the Winnipeg territory who requires hospitalization by reason of an **acute** illness, provided he notifies the Contract Doctors immediately, shall be entitled to an allowance of $2.50 per day for the said hospitalization, on production of the hospital bill. Such hospitalization not to exceed 30 days.

NOTE—This refers only to members who are away on temporary visits and contracts an acute illness while on visit.

ARTICLE 7

In the event of a member working outside of Winnipeg within the Manitoba District, he or she will be entitled to call another doctor for emergency treatment, which expense will be borne by the Contract Doctors, but he or she must return to Winnipeg at the earliest possible date to resume treatment. No treatments to cost more than Five Dollars ($5.00) unless authorized by Contract Doctors and local board.

ARTICLE 8

Members laid off on account of reduction of staff or held out of service temporarily may continue to receive medical services as in the past, provided they arrange to pay their dues in advance to the Contract Doctors or Association Secretary, and continue to live in the Winnipeg territory.

ARTICLE 9

In the event of a member retiring from services, he or she may retain their membership by continuing to pay the regular fee, in advance to the Contract Doctors or Association Secretary, such members shall only be covered for benefits while in greater Winnipeg.

ARTICLE 10

Widows of deceased members may continue to get the same benefits as a member (provided that they can pass a medical examination, entitling them to membership) by the Contract Doctors and pay the necessary dues in advance and as long as they remain widows and reside in the Winnipeg territory.

ARTICLE 11

When a consultation with a doctor, other than the Contract Doctors, is requested, the membber will bear the expense of same.

ARTICLE 12

This contract book is furnished by the Association as your identification.

ARTICLE 13

The Contract Doctors agree to have at least one Doctor in the office during office hours.

ARTICLE 14

When a change of Contract Doctors is made members shall be immediately advised.

ARTICLE 15

The monthly fees for the above services shall be One Dollar and Fifty Cents ($1.50), deducted from the members' B. pay cheque—viz. 15th, this deduction to be made by the Canadian Pacific Railway.

ARTICLE 16

Employees committee to consist of Association Executive, who shall have control and management of the affairs of the Association subject to the terms of this contract.

ARTICLE 17

For the first month of this contract, after deduction of $1.50 made, the member and his dependents will receive only medical consultations and home calls. This contract to become fully active in all its respects at the beginning of the second month. Your identification card will be supplied by the Secretary.

ARTICLE 18

It must be definitely understood where patients are able to come to the Contract Doctors' office, for consultation or treatments, no home calls will be made. This will facilitate matters and give more prompt attention to calls of emergent nature.

ARTICLE 19

Ignorance of Rules and special instructions of this Association will not be accepted as an excuse for violation thereof or to justify claims for benefits not provided.

The decision of the Executive as to the proper interpretation of the rules of this association is final.



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